



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

October 16, 2012

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

Community Development Commission

1-D

October 16, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE AGREEMENT FOR COURT ADMINISTRATION SERVICES AND ADDITION OF NEW
TRAFFIC COURT SPECIALIST POSITIONS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a three-year agreement (Agreement), with two optional one-year extensions, between the Community Development Commission (Commission) and the Los Angeles Superior Court (Court) for court administration services. This Agreement will allow the Commission, through its Traffic Violator School Monitoring (TVSM) program, to continue providing administration services related to the Court's traffic infraction caseload for up to five years, based on funding availability. The Agreement also provides for continued services on the monitoring of Court-approved home study traffic schools through December 31, 2012.

This letter also recommends the creation of a new Traffic Court Specialist classification and the addition of 24 full-time positions, in order for the Commission to provide public counter services at up to 21 court locations throughout the County, pursuant to the Agreement with the Court.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate a three-year Agreement between the Commission and the Los Angeles Superior Court for court administration services, to be effective upon execution by all parties. The Agreement also includes monitoring of home study traffic schools until December 31, 2012.
2. Authorize the Executive Director or his designee to extend the term of the Agreement for up to two additional years in one year increments, and to execute any other amendments or related

documents pursuant to the Agreement, following approval as to form by County Counsel.

3. Authorize the Commission to accept the unexpended balance remaining in the Traffic Violator Administration Special Fund, to cover the cost of traffic violator administration services provided by the Commission under the Agreement.

4. Authorize the Commission to incorporate up to \$1,875,000 into the Commission's Fiscal Year 2012-2013 approved budget, pursuant to the Agreement.

5. Approve an amendment to the Commission's Position Classifications and Monthly Salary Schedule to incorporate a new Traffic Court Specialist classification, levels I through IV, and approve the immediate implementation of the new Traffic Court Specialist salary ranges.

6. Authorize the Executive Director to amend the Commission's Fiscal Year 2012-2013 budget to add 24 full-time regular Traffic Court Specialist positions to be funded with Court proceeds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1997, the Commission's TVSM program has monitored classroom-based and home study traffic schools on behalf of the Court, and provided a number of related administrative services. In September 2010, Assembly Bill 2499 was signed into law, transferring traffic violator school oversight authority from the Court to the California Department of Motor Vehicles (DMV).

Under AB 2499, the Court's authority to monitor classroom-based traffic violator schools ended on September 1, 2011; however, the Commission's TVSM program continues to monitor classroom-based schools via a contract with the DMV, approved by your Board on November 15, 2011.

The Court's authority to monitor home study traffic school programs is scheduled to transfer to the DMV on December 31, 2012. The proposed Agreement with the Court includes monitoring of home study traffic schools through December 31, 2012.

AB 2499 preserved the Court's authority to contract with third-parties to provide services related to administration of the court's traffic infraction caseload. Through the proposed Agreement, the Court seeks to continue contracting with the Commission for administrative services. These services include, but are not limited to, the printing and distribution of classroom traffic violator school lists, providing traffic school information for the Court's customers, and assisting customers in resolving complaints regarding traffic violator schools and completion certificates.

Additionally, the Court seeks to contract with the Commission to provide public counter services for traffic violators at up to 21 court locations throughout the County. The Commission will create a new classification, Traffic Court Specialist (levels I through IV). A total of 24 positions will be added to the Commission's budget, including 21 assistants (Traffic Court Specialist I-III) stationed at the various court locations, and three supervisors (Traffic Court Specialist IV). The Traffic Court Specialists will provide assistance to the public, process traffic payments, and provide other services related to the administration of the Court's traffic infraction caseload.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The Commission will be fully reimbursed for all costs associated with the provision of the services under the Agreement. The Court will collect fees from each traffic violator who elects to attend traffic violator school. These proceeds will be transferred to the Commission and held in a Traffic Violator Administration Special Fund. The Commission will maintain the Special Fund and account for all expenditures and revenues of the program.

The current unexpended balance remaining in the Special Fund, estimated at over \$1 million, will be transferred to the Commission to cover the cost of traffic violator administration services provided by the Commission under the Agreement.

The Commission's existing budget authority includes approximately \$115,000 for monitoring home study traffic schools through December 31, 2012, and approximately \$1,200,000 for administrative services for the traffic violator customer service and oversight for Fiscal Year 2012-2013. A total of up to \$1,875,000 is being incorporated into the Commission's approved budget for the new services to be performed under the Agreement for the remainder of Fiscal Year 2012-13.

Compensation for the Commission to oversee all court administrative functions in the subsequent fiscal years will be approximately \$3,900,000 per year. These funds will be included in the Commission's annual budget process.

The Monthly Salary Schedule has been updated to include the new Traffic Court Specialist I-IV classifications at a monthly salary range of \$2,551 to \$5,924. This new classification has been reviewed and approved by the County Chief Executive Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement between the Court and the Commission has been reviewed by Commission Risk Management and County Counsel, and is attached in substantially final form. The Agreement will be effective upon Board approval and execution by all parties, for a term of three years, with two optional one-year extensions.

Additionally, the Court has agreed to accept a mutual indemnification provision in this Agreement. Commission Risk Management believes that the risks and potential liabilities to the Commission are limited, because Commission staff will be responsible for the day to day operations to provide traffic violator administration services on behalf of the Court. Based on this analysis, the Commission believes the risks are acceptable with respect to the benefits from the proposed Agreement with the Court.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will allow the Commission's TVSM program to continue providing its high level of consumer protection and customer service to the Court and to the communities in the County.

The Honorable Board of Supervisors
10/16/2012
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:jp

Enclosures

AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES, AND THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES,
FOR COURT ADMINISTRATION SERVICES

This Agreement for Court Traffic Violator Administration Services ("Agreement") is made by and among the Community Development Commission of the County of Los Angeles ("Commission") and the Superior Court of California, County of Los Angeles ("Court").

WITNESSETH THAT:

WHEREAS, California Vehicle Code ("CVC") section 11205.2, subdivision (a) and (b) contemplates that the Court may under contract use a public or private nonprofit agency, identified as a court assistance program (CAP) until January 1, 2013 and subsequently as a traffic assistance program (TAP), to assist the Court in performing services related to the processing of traffic violators; and

WHEREAS, CVC section 11205.2, subdivision (b) "services" means those services relating to the processing of traffic infraction cases at, and for, the Court, including printing and providing to the Court and traffic violators hard copy county-specific lists printed from the California Department of Motor Vehicles' (DMV) Internet Web site, administratively assisting traffic violators, and any other lawful activity relating to the administration of the Court's traffic infraction caseload; and

WHEREAS, CVC section 11205.2, subdivision (d) permits the Court to charge a traffic violator a fee to defray the costs incurred by a nonprofit agency for the monitoring reports and services provided to the Court until January 1, 2013 – at which time, CVC section 11205.2, subdivision (c) shall permit the Court to charge a traffic violator a fee to defray the costs incurred by a TAP for traffic administration services provided to the Court; and

WHEREAS, CVC section 11205.2, subdivision (d) until January 1, 2013 – at which time, CVC section 11205.2, subdivision (c) indicates the fees shall be approved and regulated by the Court and shall not exceed the actual cost incurred by the agency/TAP; and

WHEREAS, CVC section 11205.2, subdivision (d) until January 1, 2013 – at which time, CVC section 11205.2, subdivision (c) indicates the Court may delegate collection of the fee to the agency/TAP and therefore the Court will merely act as a pass-through for the fees collected and transmit the fees to the agency/TAP; and

WHEREAS, the Court and Commission wish to and agree to work cooperatively to administer and monitor Court-approved home study traffic school programs on behalf of the Court until January 1, 2013, or until responsibility of the program has transitioned to the DMV, whichever is later; and

WHEREAS, the Court and Commission wish to and agree to work cooperatively to provide traffic violator administration services, on behalf of the Court; and

WHEREAS, the parties above wish to ensure that the Commission and the Court each receive the funds collected to defray the annual costs of traffic violator administration and monitoring to the maximum extent permissible under law.

NOW THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1.0 TERM

This Agreement shall become effective on October 15, 2012 or upon execution by all parties, whichever occurs later. The Agreement shall be effective for a term of three years, and may be extended for up to two additional and successive one-year terms upon mutual agreement from both the Court and the Commission.

The Court authorizes its Contract Representative to execute the aforementioned contract extensions.

2.0 CONTRACT ADMINISTRATOR

The Contract Administrator shall be the Executive Officer/Clerk of the Court, or his or her designee. Any designation of all or part of the responsibilities of the Contract Administrator shall be in writing and shall be sent to the Commission Contract Representative. Communications to the Contract Administrator shall be sent to the Executive Officer/Clerk, Los Angeles Superior Court, Room 105E, 111 N. Hill Street, Los Angeles, California 90012. The Contract Administrator, or his or her designee, shall have full authority to act for and on behalf of the Court with regard to this Agreement.

3.0 CONTRACT REPRESENTATIVES

3.1 Court Contract Representative. The Court Contract Representative shall be the Senior Administrator of the Los Angeles Superior Court's Traffic Division or his or her designee. Any designation of all or part of the responsibilities of the Court's Contract Representative shall be in writing and shall be sent to the Contract Administrator and the Commission's Contract Representative. Communications to the Court's Contract Representative shall be sent to the Senior Administrator, Traffic Division, Los Angeles Superior Court, 1945 South Hill St. Los Angeles, CA 90007. The Court Contract Representative shall have full authority to act for and on behalf of the Court with regard to this Agreement.

The Court Contract Representative shall have overall responsibility for managing the Agreement and the work to be performed by the Commission and ensuring the objectives of the Agreement are met; and provide instruction to the Commission's Contract Representative regarding

clerical staff facility assignments in accordance with Schedule A, Section 7, Traffic Violator Administration Services.

- 3.2 **Commission Contract Representative.** The Commission Contract Representative shall be the Executive Director of the Community Development Commission of the County of Los Angeles, or his or her designee. Any designation of all or part of the responsibilities of the Commission Contract Representative shall be in writing and shall be sent to the Contract Administrator. Communications to the Commission Contract Representative shall be sent to the Executive Director of the Community Development Commission, 2 Coral Circle, Monterey Park, California 91755 until November 21, 2012 after which it will be 700 West Main Street, Alhambra, CA 91801. The Commission's Contract Representative shall have full authority to act for and on behalf of the Commission with regard to this Agreement.

4.0 PROGRAM FUNDING

- 4.1 **Traffic Violator Administration Special Program Fund.** Pursuant to CVC section 11205.2 (d) (until January 1, 2013) and CVC section 11205.2 (c) (operative January 1, 2013) the Court shall collect from traffic violators, ordered by the Court to complete a traffic violator school pursuant to subdivision (a) or (b) of Section 42005 of the CVC, a fee to defray the costs incurred by the Commission for traffic administration services provided to the Court; and for the purpose of administrative convenience and with the ability to delegate the collection of the fee to the Commission, the Court shall act as a pass-through for the fees collected and transmit the total fees collected to the Commission on a monthly basis to be held in a Traffic Violator Administration Special Program Fund ("Special Fund"). The Commission shall retain said fees in the Special Fund that it shall maintain and account for all expenditures and revenues of the program. In the event that there is an unexpended balance remaining in the Court's Traffic School Monitoring Special Fund (Account #S4N) upon execution of the this Agreement, the Court shall wire transfer or issue a check warrant to the Commission equivalent to the unexpended balance to be deposited into the Commission's Special Fund for the sole purpose of defraying the cost of traffic violator administration services provided by the Commission as set forth in this Agreement.
- 4.2 **Traffic Administration Fee.** Pursuant to CVC section 11205.2, subdivision (d) (until January 1, 2013) and CVC section 11205.2, subdivision (c) (operative January 1, 2013) the Court shall approve, charge, regulate, and deposit the Traffic Administration Fee in accordance with applicable law. The proceeds from such fee shall be transferred from the Court to the Commission's Special Fund on a monthly basis by a wire transfer or check warrant entitled Clerk's Requisition for Distribution of Funds (CRDF) on the line identified as Special Districts/Agencies CDC Traffic Violator Administration Fee. The Commission will deposit the funds into the Special Fund that shall defray the cost of traffic administration services provided by the Commission as set forth in this Agreement, and

for such other purposes for which the monies in the Special Fund may lawfully be expended.

5.0 COMPENSATION AND METHOD OF PAYMENT

- 5.1 **Commission's Compensation.** The Commission shall defray the actual costs of performing the court traffic violator administration services described at the rates and for the items as set forth in Schedule A attached hereto, as that Schedule may be amended from time to time. The Commission shall record and account for actual expenditures and revenues in the Special Fund. The Commission shall maintain a system of recordkeeping that will allow the Commission to provide detailed accounting and appropriate reports to the Contract Administrator quarterly, by the 20th business day following the end of the quarter, to account for all allowable expenditures and revenues.
- 5.2 **Annual Reimbursement.** Except as set forth in subparagraph 5.5, and unless the Contract Administrator and the Commission Contract Representative mutually agree to programmatic changes that increase the program costs by a dated and signed amendment to this Agreement, the Commission shall defray the full cost of services provided up to the amounts set forth in Schedule A.
- 5.3 **One-Time Costs.** To the extent that the Contract Administrator determines there are or will be sufficient funds generated from Traffic Administration Fees collected by the Court, the Contract Administrator may mutually agree with the Commission Contract Representative with regard to the Commission's operations to authorize the expenditure of one-time operating costs.

Any such requests for authorization of one-time purchases shall not exceed 1% of the full cost of services set forth in Schedule A, must be in writing, signed and dated by the appropriate Contract Representatives and must be submitted to the Contract Administrator ninety (90) days prior to the start of the new fiscal year.

The Contract Administrator, if he or she determines in his or her discretion that there are sufficient monies in the Special Fund to prudently authorize approval of the documented need for one-time program costs shall provide written notification of the amount authorized. In making any such determination, the Contract Administrator and Commission Contract Representative shall mutually consider anticipated future receipts and needs, and conclude that authorized reimbursements for one-time costs will not unreasonably interfere with the ability of the Commission to cover future costs from the Special Fund.

The Contract Administrator shall respond to all requests for one-time funding in writing. The Commission Contract Representative shall acknowledge and sign the Court's written notification and, if funding is

provided, this Agreement shall be amended to reflect such one-time funding.

- 5.4 Court Compensation.** The Commission shall reimburse the Court for the use of Court resources to support the traffic violator administration services provided by the Commission in Court locations as described at the rates and for the items as set forth in Schedule B attached hereto, as that Schedule may be amended from time to time.

If there are any other reasonable and necessary costs that are not specified in Schedule B, the Court shall notify the Commission in writing. If the Contract Administrator and Commission Contract Representative mutually agree in writing that the costs are appropriate and on-going, then the costs will be added to the quarterly invoices submitted to the Commission. The Court shall submit detailed invoices to the Commission on a quarterly basis. Payment shall be made by the Commission within thirty (30) days following receipt and approval of the claim for reimbursement. Payment shall be mailed to: Los Angeles Superior Court, Revenue Management, 111 N. Hill Street, Room 119-A, Los Angeles, CA 90012.

- 5.5 Past Unreimbursed or Defrayed Costs.** At the end of each fiscal year ending June 30, if the Contract Administrator and Commission Contract Representative mutually determine in their discretion that there are sufficient monies in the Special Fund to prudently authorize reimbursement of documented past costs, which have not previously been reimbursed because of lack of sufficient funds, may authorize such reimbursement of documented past costs. In making any such determination, the Contract Administrator and Commission Contract Representative shall consider anticipated future receipts and needs, and conclude that authorized reimbursements for past costs will not unreasonably interfere with the ability of the Commission to defray future costs from the Special Fund.

6.0 COMMISSION STAFF

- 6.1 Approval of Commission's Staff.** The Commission shall have all responsibility for managing its staff including any disciplinary actions that may arise from their staff working inside a Court facility. The Commission will work with the Court to ensure proper selections are made for Commission's staff performing work hereunder and any proposed changes in the Commission's staff.
- 6.2 Commission's Staff Identification.** All Commission employees assigned to Court facilities are required to have a Commission identification (ID) badge on their person and visible at all times. The Commission bears all responsibility for the procurement, issuance, revocation and management of Commission ID badges.

6.2.1 The Commission shall provide all staff assigned to this Agreement with a photo identification badge in accordance with Commission specifications. The format and content of the badge is subject to the Court's approval prior to the Commission implementing the use of the badge. The Commission's staff, while on duty or when entering a Court facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

6.2.2 The Commission shall notify the Court Contract Representative within one business day when staff is terminated from working under this Agreement. The Commission is responsible to retrieve and immediately destroy the staff's Commission photo identification badge at the time of removal from their job.

6.3 **Background and Security Investigations.** Each of the Commission's staff performing services under this Agreement, who is in a designated sensitive position, as determined by the Court in the Court's sole discretion, shall undergo and pass a background investigation conducted by the Commission to the satisfaction of the Court as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Commission, regardless if the member of the Commission's staff passes or fails the background investigation.

6.4 **Deputy Clerk.** Each of the Commission's staff performing services in a Court facility under this Agreement must be formally appointed as a deputy to have access to the Court's databases and perform clerical work that is similar to that of a Court employee. The appointee must have attained the age of 18 and be a United States citizen. The Appointment of Deputy form and oath must be signed personally by an authorized principal of the Court. The appointee will take an oath to be performed by a qualified officer of the Court. The Court shall file the completed Appointment of Deputy Form and Oath with the Los Angeles County Registrar-Recorder/County Clerk. The Court shall also be responsible for the revocation of the appointment of Commission staff that has been terminated and/or no longer performs services in a Court location under this Agreement.

Deputized Commission staff shall be required to follow the same cash handling and other policy and procedures as deputized Court staff.

7.0 COURT RESPONSIBILITIES

7.1. Approve, charge, regulate, and collect the Traffic Administration Fee from persons opting to attend traffic violator school or take an approved home study traffic school violator course, in accordance with applicable law. A wire transfer or check warrant shall be issued to the Commission for the

proceeds from such fee and shall be deposited by the Commission into the Special Fund. The funds shall be transferred on a monthly basis through a wire transfer or check warrant entitled Clerk's Requisition for Distribution of Funds (CRDF) on the line identified as Special Districts/Agencies CDC Traffic Violator Administration Fee. The Traffic Administration Fee deposited into the Special Fund shall defray the cost of traffic violator administration services provided by the Commission as set forth in this Agreement, and for such other purposes for which the monies in the Special Fund may lawfully be expended.

- 7.2. Provide direction to Commission in areas related to Court policy, information requirements and procedural requirements.
- 7.3. Provide initial orientation and training to Commission employees assigned to court locations. This includes ensuring that Commission staff are deputized and the oath is performed and the Appointment of Deputy form is authorized and filed with the Los Angeles County Registrar-Recorder/County Clerk. The Court shall also be responsible for the revocation of the appointment of Commission staff that has been terminated and/or no longer performs services in a Court location under this Agreement.
- 7.4. Provide Commission staff with work areas, telephone lines, computer and computer peripheral equipment necessary to perform work at Court locations. In order to prevent computer- and network-related problems such as viruses, the Court will NOT allow any non-Court-owned computers and peripherals – including those owned by the Commission or Commission staff – to be connected the Court's networks.
- 7.5. Provide back-up support for Commission staff for lunch or breaks and as needed for employees out sick on an as needed basis.
- 7.6. Permit Commission's employees access to Court lunch rooms and restrooms where available.
- 7.7. Allow Commission employees the same parking options as Court employees at the specific Court locations, subject to availability.
- 7.8. Provide necessary access and training to Court systems, including but not limited to Expanded Traffic Records System (ETRS), Financial Platform System/Payment and Revenue Distribution (FPS/PRD), Traffic Records Imaging System (TRIS), Financial Interface System (FIS) and California Department of Motor Vehicles (DMV).
- 7.9. Provide Court resources, for the purpose of administrative convenience, to support the traffic violator administration services provided by the Commission in Court locations, as described at the rates and for the items as set forth in Schedule B.

- 7.10 Provide the Commission with a unique Court unit code, to be used by Commission staff assigned to Court locations, to order office supplies and court forms from the Court's Central Stockroom. The costs charged to this unique unit code, by Commission staff, shall be included on the Court's quarterly invoice to the Commission. Any office supply and/or form needs that are not available through the Court's Central Stockroom will be addressed/ordered by, and through, the Commission's regular process for ordering supplies.
- 7.11 Provide Cash Handling training and instruction on the Court's internal control procedures.
- 7.12. Assign Commission staff designated as a cashier a revolving fund known as a "bank" to be used by Commission employees in making change. Court will also provide appropriate money bags for safekeeping of banks/daily collections. Court shall immediately notify the Commission Supervisor, assigned to the Court region, of any shortages and/or variances. The Court shall request reimbursement for shortages via the quarterly invoice submitted to the Commission.
- 7.13. Accept the Commission employee's balanced daily collections and combine with the overall Court collections for armored car pickup (performed by Court bookkeeper).
- 7.14 Perform periodic internal cash control audits in accordance with Court policies and procedures.
- 7.15. Refer traffic violators to either (1) the Court's printed Traffic Violator School Classroom Location List (herein after referred to as "List") which lists both DMV-licensed traffic violator schools – as displayed on the Department of Motor Vehicles' (DMV) Occupational Licensing Status Information System (OLSIS) website – and Court-approved home study traffic school courses; (2) the Court's online list of court-approved home study traffic schools hosted on the Court's website, www.lasuperiorcourt.org (herein after referred to as "Internet List"); or (3) the DMV's OLSIS website for schools in other counties.
- 7.16. Until January 1, 2013, review monitoring and other reports from the Commission and inform the Commission, in accordance with the Home Study Traffic School Monitoring Agreement, if the Court wishes to remove a home study traffic school from either the List or Internet List.
- 7.17 Provide the Commission access to the DMV's Traffic Violator Completion Certificate Database System (TVCC) through the Court's TVCC Primary Administrator.

8.0 COMMISSION RESPONSIBILITIES

- 8.1. Provide the Court with a printed hardcopy of the DMV's approved traffic school list at least once every 60 days for distribution to traffic violators at

the courthouses, in accordance with Section 11205, subdivision (b) of the California Vehicle Code.

- 8.2. Until January 1, 2013, remove Court-approved home study traffic schools school(s) from the List pursuant to the decision and express direction from the Court or its designee.
- 8.3. In the event that the Court or its designee directs the Commission to permanently remove a home study traffic school from the List or Internet List, provide the Court with a reprinting of the List prior to the next scheduled printing.
- 8.4. Advise Court Contract Representative at a minimum of three (3) business days before terminating or suspending any Commission clerical staff assigned to work at a Court location.
- 8.5. Assign staff to be available at the CDC/TVSM business office, from Monday through Friday from 8:00 A.M. to 5:00 P.M., excluding County-observed holidays, to handle customer service inquiries received via the Internet, mail and (800) 555-4452 toll free number.
- 8.6. Assign staff to provide assistance to customers who contact Traffic Violator School Monitoring Program (TVSM) with questions or concerns beyond the general traffic school information provided by TVSM's Customer Service staff. Whenever necessary, the assigned staff shall contact students to gather additional information regarding questions or concerns, and shall determine if a consumer has a reportable complaint that can be handled by TVSM staff, or if a complaint or concern needs to be routed to the DMV, the Court, or any other pertinent agency.
- 8.7. Design, maintain and make available a TVSM website to provide customers updated information regarding the traffic violator school program; including, but not limited to traffic school eligibility, traffic school listings, Los Angeles Superior Court information, and useful links to information hosted by other pertinent agencies (i.e. DMV OLSIS).
- 8.8. Assign Inspectors to conduct routine monitoring of Court-approved home study traffic schools (HSTS) on behalf of the Court until January 1, 2013, in accordance with Section 11205.2 of the California Vehicle Code.
- 8.9. Assign a minimum of twenty one (21) full-time clerical staff and three (3) working supervisors at various Court locations, pursuant to Schedule A, Section 7, to assist in services relating to the processing of traffic infraction cases at, and for, the Court. The supervisors will provide oversight, monitor performance and provide support to the clerical staff. Commission staff shall be responsible for the types of assignments, including, but not limited to, those listed on Schedule A, Section 7. The Commission will be responsible for managing its staff including any disciplinary actions that may arise from their staff working inside a Court facility. Staff assigned to court locations shall be available from Monday

through Friday from 8:00 A.M. to 5:00 P.M., excluding Court-observed holidays.

- 8.10. Ensure that Commission employees assigned to Court locations follow the same cash handling and other procedures as court employees (i.e., internal controls such as not co-mingling personal money with collections, signature evidence of custody transfer, properly securing collections, etc.).
- 8.11. Ensure that Commission employees assigned to Court locations secure collections, during break/lunch periods, in a locked cash drawer or take to the Court bookkeeper for safe keeping depending on the location.
- 8.12. Balance daily collections, at the time designated by the Court location, and turn in to the Court bookkeeper, the same as required by Court employees for deposit.
- 8.13. Access and review Commission employees' daily collections reports.
- 8.14. Reimburse the Court, from the Special Fund, for the costs associated with cashier variances, losses and other discrepancies between amounts collected and receipted by Commission staff, such as shortages, counterfeit bills, etc.
- 8.15. Reimburse the Court for the use of Court resources to support the traffic violator administration services provided by the Commission in Court locations as described at the rates and for the items as set forth in Schedule B.
- 8.16. Assign staff to conduct traffic violator school completion certificate review should the Court or traffic violator school student contact TVSM regarding a problem with a traffic violator school completion certificate. TVSM staff shall access and utilize TVCC to conduct these reviews and shall assist the Court and/or traffic violators in resolving completion certificate errors.
- 8.17. Retain reasonably itemized and detailed work or job records covering the costs of: (1) services performed, including salary, wages and other compensation for labor, and supervision services; (2) supplies; and (3) all additional items and expenses incidental to performance of such functions for audit purposes.
- 8.17. Submit a detailed accounting and appropriate reports to the Contract Administrator quarterly, by the 20th business day following the end of the quarter, to account for all allowable expenditures and revenues.
- 8.18. Perform a mid-year assessment of actual costs of services performed and provide pricing estimate to the Court.
- 8.19. Submit an annual statement to the Court which itemizes actual cost of services performed and program expenditures. Submit this statement within ninety (90) days of the close of the county's fiscal year.

9.0 CONSIDERATION OF HIRING COURT AND COMMISSION EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should either the Court or Commission require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Court or Commission shall give first consideration for such employment openings to qualified, permanent Court or regular or contract Commission employees who are targeted for layoff or qualified, former Court or regular or contract Commission employees who are on a re-employment list during the life of this Agreement.

10. CONFIDENTIALITY

- 10.1 In accordance with all applicable Federal, State, and local laws, regulation, ordinances and directives relating to confidentiality, Commission shall protect the security of, and keep confidential all records, materials, data and information received, obtained or produce under the provisions of this Agreement. Commission shall use whatever security measures are necessary to protect all such records, materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 10.2 Commission shall not disclose to any person or entity any information identifying, characterizing or relating to any trait, feature, function, risk, threat, vulnerability, weakness or problem regarding any data or system security in Court's computer systems or to any safeguard, counter-measure, contingency plan, policy or procedure for any data or system security contemplated or implemented by Court, without Court's prior written consent.
- 10.3 Commission shall ensure that only those Commission staff required to perform services under this Agreement shall have access to Court materials, data and information. All materials, documents, data and other information of any kind obtained from Court, and all reports developed by Commission under this Agreement are confidential to and are the sole property of the Court.
- 10.4 Commission shall take steps to ensure that said materials, documents and other information of any kind obtained from Court shall not be copied or reproduced by any method without the express written consent of Court's Contract Representative. Commission shall take steps to ensure that Commission staff performing services under this Agreement fully understand and adhere to all the provisions of this Section 10.0. The provisions of this Section 10.0 shall survive in perpetuity the expiration or other termination of this Agreement.

11.0 RELATIONSHIP STATUS

- 11.1 The Court and Commission are independent entities, and in the performance of this Agreement the relationship between the Court and Commission is independent, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Court and the Commission. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 11.2 The Commission shall be solely liable and responsible for providing to, or on behalf of, all Commission personnel performing work pursuant to this Agreement all compensation and benefits. The Court shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Commission.
- 11.3 The Commission understands and agrees that all Commission personnel performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Commission and not employees of the Court. The Commission shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any Commission personnel as a result of injuries arising from or connected with any work performed by or on behalf of the Commission pursuant to this Agreement.

12.0 INDEMNIFICATION

The Court shall indemnify, defend, and hold harmless the Commission and its officers, officials, representatives, employees and agents from and against all liability arising from or connected with claims and lawsuits for damages to the extent caused by the Court's negligent acts or omissions related to the performance of this Agreement; and the Commission shall indemnify, defend, and hold harmless the Court and their officers, employees and agents from and against all liability arising from or connected with claims and lawsuits for damages to the extent caused by the Commission's negligent acts or omissions related to the performance of this Agreement.

13.0 TERMINATION

Any of the parties may terminate this Agreement at any time for convenience upon ninety (90) days written notice.

14.0 DISPOSITION OF EQUIPMENT AND SUPPLIES

In the event that equipment and supplies purchased with funds provided by this program remain in usable condition at the time of termination, such supplies and equipment shall be retained by Court and/or Commission, as appropriate, and devoted to public purposes with their respective missions.

15.0 NOTICES

All notices shall be served in writing. Notices desired or required to be given hereunder or under any law now or hereafter in effect may at the option of the party giving the same, be given by enclosing same in a sealed envelope, addressed to the party for whom intended, and by depositing such envelope with postage prepaid, at the United States Post Office, or any substation thereof, or any public letterbox, and any such notice in the envelope containing the same shall be addressed as follows:

- 15.1 Notices, reports and statements to the Court shall be delivered to or sent to the following address:

Los Angeles Superior Court
Executive Officer/Clerk
ATTN: Traffic Violator Administration Program Administrator
111 N. Hill Street, Room 105E
Los Angeles, CA 90012

- 15.2 Notices to the Commission shall be sent to the following address:

Community Development Commission of the County of Los Angeles
Traffic Violator School Monitoring Program
2 Coral Circle
Monterey Park, CA 91755

Effective November 26, 2012, notices to the Commission shall be sent to the following address:

Community Development Commission of the County of Los Angeles
Traffic Violator School Monitoring Program
700 West Main Street
Alhambra, CA 91801

16.0 COUNTY LOBBYIST ORDINANCE

Parties and each County Lobbyist firm, as defined in the Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Commission, shall fully comply with the requirements as set forth in said County Code.

17.0 COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement.

18.0 CONFLICT OF INTEREST

The Court and the Commission and their agents and employees shall comply with all applicable federal, state, and local laws and regulations governing conflict of interest.

19.0 DISCRIMINATION

No person shall, on the grounds of race, sex, creed, age, handicap, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this Agreement.

20.0 AMENDMENTS

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Agreement, and supersedes all prior agreements and amendments. The Contract Administrator and the Commission Contract Representative may amend this Agreement at any time by mutual agreement. Any amendments hereto shall be in writing, consecutively numbered, signed by the appropriate party representatives, dated, and affixed to the original Agreement.

AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES, AND THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
FOR COURT ADMINISTRATION SERVICES

IN WITNESS THEREOF, the County has by order of its Board of Supervisors, sitting as the Board of Commissioners, caused this Agreement to be subscribed thereto and attested to by the Executive Officer-Clerk of said Board; and the Commission has caused this Agreement to be subscribed by its Executive Director and the seal of the Commission affixed thereto; and the Executive Officer/Clerk of the Court has caused this Agreement to be subscribed in accordance with his authority to do so on behalf of the Court pursuant to the State Rules of Court; the Local Rules of the Court, and the lawful delegation from the Executive Committee of the Court on behalf of the judges of the Court.

**COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES**

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**

SEAN ROGAN
Executive Director

JOHN A. CLARKE
Executive Officer/Clerk

COUNTY COUNSEL
Approved as to Form

COURT COUNSEL
Approved as to Form

EDWARD YEN
Deputy County Counsel

BRETT BIANCO
Court Counsel

**SCOPE OF WORK BY THE COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF LOS ANGELES (CDC)**

The Community Development Commission of the County of Los Angeles (CDC) shall provide administrative services to the Los Angeles Superior Court (Court) to assist the Court with its traffic infraction caseload through the Commission's Traffic Violator School Monitoring Program (TVSM), pursuant to Section 11205.2 of the California Vehicle Code (CVC).

Specifically, TVSM shall be responsible for the updating, publishing and distribution of the Traffic Violator School Classroom Location List for the County of Los Angeles, which shall be published and distributed to all Los Angeles Superior Court courthouse locations once every 60 days, pursuant to CVC Section 11205, subdivision (b).

TVSM shall also provide customer services on behalf of the Court, via telephone, Internet and mail. These services are intended to provide information and assist customers with various matters concerning traffic school - including, but not limited to how to request an extension; determining eligibility for traffic school; requesting a list of traffic schools; and assistance with navigating through the Los Angeles Superior Court's website for traffic violators. TVSM shall also develop and maintain a website designed to provide information to the public regarding traffic school, and will work with the Court to develop material and media to promote these services to the public.

TVSM shall also assist the Court in performing services related to the processing of traffic violators at court locations as determined by the Court. The services shall be related to the processing of traffic infraction cases at, and for, the Court, including administratively assisting traffic violators, processing traffic payments and any other lawful activity relating to the administration of the Court's traffic infraction caseload; and

Until January 1, 2013, TVSM shall also assist the Court's administration of its home study traffic school program by providing monitoring services on behalf of the Court. TVSM shall monitor the network operations, course instruction, business office practices of each Court-approved home study traffic school program, and shall investigate all consumer complaints pertaining to those programs. TVSM will conduct these operations to ensure that all Court-approved home study traffic schools operate in compliance with all applicable codes and regulations.

PERSONNEL

1. **Customer Services:** CDC shall handle customer service inquiries received by TVSM via the Internet, mail and TVSM's (800) 555-4452 toll free number, from Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County-observed holidays. CDC shall assign a TVSM Program Director to supervise staff for quality assurance and provide assistance with answering telephone calls and responding to emails, as needed. CDC will also develop promotional material to advertise TVSM's Customer Services to the general public.

During Fiscal Year 2011-2012, TVSM handled 5,529 customer calls, received and responded to 741 customer emails, and fulfilled 489 customer requests for traffic school information through mail.

2. **Traffic Violator School List:** CDC shall coordinate the monthly printing and delivery of the countywide traffic school list to the Court. The CDC shall assign a Program Specialist to ensure that the traffic school list complies with California Vehicle Code, ensure timely publishing and distribution of the traffic school list, and will serve as the primary contact person for Court Administrators on matters regarding the traffic school list. Additionally, an Analyst will be available to provide as-needed assistance in drafting and proofreading the countywide traffic school list.

During Fiscal Year 2011-2012, TVSM printed and distributed a total of 808,270 copies of the traffic school list.

3. **Student Survey and Complaint Processing:** CDC shall assign a Program Specialist to provide assistance to customers who contact TVSM with questions or concerns beyond the general traffic school information provided by TVSM's Customer Service staff. Whenever necessary, the Program Specialist will contact students to gather additional information regarding questions or concerns, and will determine if a consumer has a reportable complaint that can be handled by TVSM or if a complaint or concern needs to be routed to the DMV, the Court, or any other pertinent agency.

During Fiscal Year 2011-2012, TVSM has received and processed 1,450 student surveys and has resolved 136 consumer complaints.

4. **Website Development:** CDC shall develop, update and maintain the TVSM website to ensure that information provided is accurate, current, clearly presented and optimized for use by consumers of the Court and the general public. The TVSM website shall link visitors to the current DMV Traffic School Location List and the County of Los Angeles Home Study Provider List. TVSM will also research all new traffic laws as they go into effect and update

the TVSM website to present visitors with information regarding new traffic laws.

5. **Home Study Traffic School (HSTS) Monitoring:** CDC shall assign Program Specialists to conduct monitoring operations for home study traffic schools (HSTS), which shall include conduct course auditing, business location inspections, business records auditing and network operations inspections. The Program Specialists shall conduct administrative conferences with home study traffic school personnel, as necessary, and serve as the primary contact with the schools should a home study traffic school need any information from TVSM or the Court. The Program Specialists shall review student surveys and complaints, and conduct follow-up and investigation, as needed. To keep abreast with the home study traffic school industry, the Program Specialists will actively review and analyze new trends and technologies utilized in the industry. The Program Specialists shall work under the direct supervision of the TVSM Program Director. TVSM shall conduct monitoring of home study traffic schools on behalf of the Court until January 1, 2013, in accordance with Section 11205.2 of the California Vehicle Code. On that date, the Program Specialists assigned to HSTS monitoring shall be reassigned to the remaining services described in this Scope of Work, as determined by the TVSM Program Director.

There are currently 91 court-approved home study traffic schools, offering a total of 214 home study traffic school courses offered via the Internet or in Booklet, Video or Mixed Media formats.

6. **Traffic Violator Completion Certificate Review:** CDC shall conduct traffic violator school completion certificate review should the Court or traffic violator school student contact TVSM regarding a problem with a traffic violator school completion certificate. The Court shall provide TVSM with access to the DMV's new Traffic Violator Completion Certificate database system (TVCC), through which TVSM will review completion certificate entries to verify that completion certificate information (i.e. court location number, docket number) entered into the TVCC by the traffic school is accurate. TVSM will act as the point of contact between the Court and traffic violator school students on matters pertaining to completion certificate review, and shall assist the Court and/or traffic violator school students in resolving completion certificate errors found in review. Resolution of completion certificate errors may involve contacting traffic violator schools and/or the DMV.

7. Traffic Violator Administration Services: CDC shall assign a minimum of twenty-one (21) full-time Traffic Court Specialists and three (3) full-time Traffic Court Specialist supervisors to various Court locations to assist the Court with traffic violator administration services. The staff shall be responsible for the following types of assignments, including, but not limited to:

- Scan completion certificates.
- Index scanned completion certificates.
- Verify indexed completion certificates.
- Work traffic school certificate exception queue.
- Process traffic school payments at the public windows.
- Process automated mail traffic school requests where insufficient funds were sent.
- Process drop box traffic school requests where insufficient funds were sent.
- Correspond with customers on traffic school issues.
- Manually enter traffic school completions into the Expanded Traffic Records System (ETRS).
- Complete ETRS entries on customers who have requested his or her bail forfeiture be set aside.
- Receipt payment for traffic school administrative fee after bail forfeiture has been set aside.
- Complete a Revenue Distribution Override (RDO) in the Financial Platform System/Payment and Revenue Distribution (FPS/PRD) to redistribute to Traffic School funds.
- Prepare traffic school-related correspondence for judicial review.
- Reopen and close case with traffic school completion for completions filed up to 60 days late.
- Process requests for traffic school extension.
- Process traffic school administrative fee payments received by mail.
- Process traffic school administrative fee payments received from the drop box.
- Complete RDO in the Financial Interface System (FIS) for the Treasurer Tax Collector to redistribute traffic school fee payment.
- Process partial traffic school administrative fee payments by mail.
- Process DMV Exceptions where traffic school dispositions did not update driving records.
- Check student eligibility for traffic school through DMV or the California Vehicle Code book.
- Answer traffic school questions at the public windows.
- Answer traffic school questions via the telephones.
- Provide instructions and approved traffic school list at window.
- Mail online payment notification.
- Sort incoming traffic school completion certificates received by fax.
- Sort incoming traffic school completion certificates received by mail.

- Sort incoming drop box items.
- Distribute traffic school completion certificates for processing and batching.
- Prepare traffic school hardcopy list for public dissemination.
- Fill out and hand copies of the Request to Attend Traffic School form to the public at windows.

To provide oversight of the Traffic Court Specialist staff, the CDC shall assign a Development Specialist to serve as a Senior Supervisor. The Senior Supervisor shall be responsible for managing the day-to-day activities of the Traffic Court Specialist staff assigned to the court locations, and will monitor staff production, quality control and staff assignments. The Senior Supervisor will evaluate procedures, and ensure staff compliance with Court and CDC operating procedures. The Senior Supervisor will be responsible for the completion of staff performance plans, evaluations and personnel-related matters. The Senior Supervisor shall report directly to the TVSM Program Director, and will inform the TVSM Program Director of any and all internal and external issues pertaining to program operation. The Senior Supervisor will also maintain a strong working relationship with Court Administration staff.

Traffic Court Specialist staffing levels and court location assignments will be based on the needs of the Court and available funding, as determined by the Senior Administrator of the Court, and upon mutual agreement with the TVSM Program Director.

8. **Program Director:** A TVSM Program Director shall oversee the administrative services provided by TVSM to the Court. The Program Director is responsible for establishing and recommending goals for program production performance, and formulates operating and program budgets. Other tasks of the Program Director include resolution of difficult and complex program and policy issues, and the planning, preparation and presentation of special program reports.
9. **Administration:** CDC will assign Office Assistants to prepare letters and other correspondence, promptly and accurately enter information into the TVSM database, and file, organize and secure TVSM information records. The Office Assistants will also serve as the initial point of contact for consumers who contact TVSM via TVSM's public email address (tvsm@lacdc.org), website or TVSM's (800) 555-4452 toll free number. Office Assistants will also handle information requests regarding traffic schools and classroom/home study course listings. CDC will assign an Administrative Assistant to supervise and provide backup support for Office Assistants. The Administrative Assistant will also ensure that supplies and equipment needs are met, handle the keeping of the TVSM database and other information, and provide direct support to the Program Director. The CDC shall assign an

Analyst to draft reports and correspondence, analyze legislation related to the traffic violator school industry and traffic assistance programs, analyze and assist in the development of policies and will assist the Program Director on projects designated throughout the year. CDC shall assign a Budget Analyst to prepare all fiscal reports, invoices, payroll, accounts payable related to the services rendered under this Agreement, keeping to strict accounting guidelines.

As a condition of the agreement between the Los Angeles Superior Court and the Community Development Commission of the County of Los Angeles, this statement represents a summation of services provided by TVSM to the Court. The personnel needed to run the TVSM program consist of the following:

Budgeted Positions	FTE's
TVSM Staff	11.40
Traffic Court Staff	21.00
Traffic Court Supervisors	3.00
Total FTE's & Budgeted Salary	35.40

Annual Budget Projection		
	Court Staff	TVSM Staff
Personnel	\$1,600,413	\$926,269
Non-Personnel	\$602,574	\$538,883
Sub-Total	\$2,202,987	\$1,465,152
Grand Total	\$3,668,139	